



REQUEST FOR PROPOSALS

Police Motorcycles

2011-6961-1524

June 23, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Provide a manufacturer's police model, two-wheel motorcycle suitable for various law enforcement applications required by the Newport News Police department. The City intends to standardize on the selected motorcycle unit. **Additional motor cycle units may be purchased for the next five (5) years from this contract.**

Proposal Due: **July 9, 2010 @ Close of Business (COB)**

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Senior Buyer, (757) 926-8040, email: mgartner@nngov.com

AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 06-17-2010

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. Payment Terms:
 - a) Payment terms shall be "**2%-20, Net 30 days**" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
 - b) Payment terms shall be considered in determining the low bidder.
 - c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
 - d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
 - e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
8. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
9. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals

from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.

12. Non-Discrimination: During the performance of this contract, the successful bidder agrees as follows:

- a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

- 13. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
14. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
15. If authorized by the Offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offeror not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
16. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
17. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

18. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

19. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
20. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

21. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

22. **Performance Bond:** The Contractor shall have ten (10) days from the date of the City's request to provide a performance bond, (Use only the forms provided by the City, unless otherwise approved by the City Attorney) in the amount of the contract price, as security for faithful performance of the work in strict conformity with the Contract Documents. The surety on such bond shall be duly authorized to do business in the Commonwealth of Virginia and be satisfactory to the City.
23. **Cancellation:** The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
24. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an offeror intends to be considered must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.
25. Failure of the contractor to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.
26. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
27. **Non-Exclusive:** The City reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the City. The City makes no representation or guarantee as to the amount or value of services the City may purchase during the term of this contract.

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

- 1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE

MBE

WBE

- 2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

- 3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

GENERAL

The City of Newport News (“City”) is interested in receiving proposals from qualified offerors (“Contractor”) to provide a manufacturer’s police model, two-wheel motorcycle suitable for various law enforcement applications required by the Newport News Police department.

Newport News Virginia is a city of approximately 180,000 people located on the East Coast of Virginia. The City has approximately 550 miles of paved roadways including two main thoroughfares that run the full 26 mile length of the City with speed limits ranging from 35-45 mph. There are 9 major intersections that connect these thoroughfares. Traffic density is heavy throughout the daytime. Interstates 64 and 664 with maximum speeds of 65 mph run through the city limits and are a part of the local police patrol area.

The City currently operates 6 police motorcycles: four BMW RT1150’s and two BMW 1200RT-P’s. These units are primarily used for:

- traffic enforcement, which can include pursuit
- low speed and high speed escort

The City’s desire is to purchase the highest quality, best value motorcycle for our application and standardize on the same.

CONTRACT TERM

This request for Proposals (RFP) shall be the basis to establish a contract for the immediate purchase of four (4) motorcycles. Additional units may be purchased under the provisions of this contract for **five years** from the date of award (date of the initial purchase order). The City anticipates purchasing at least 2 additional units and more as utilization of the police motorcycle fleet is expanded for cost-effective law enforcement in the future. (See also Conditions and Instructions, paragraph 6 [Availability of Funds]).

SPECIFICATIONS

The following is a general specification. The motorcycle unit shall:

- Be specifically marketed for and in use by authorized police agencies in the United States for on road patrol needs
- Be equipped with:
 - A heavy duty electrical system able to handle police accessories such as emergency lighting and radar systems
 - Saddle bags
 - Antilock brake system
 - All standard equipment required for use on public roadways
 - Optional low ride seat

OFFEROR DATA AND QUALIFICATIONS

Please provide a brief overview and history of your business to include answering the questions below. If necessary to fully address an item, attach an additional sheet and indicate "See attachment" in the response to that item.

1. What is the name of your company?

2. How long has your company been in business? _____ Years _____ Months

3. Is your company owned by a larger company? _____

4. Is your company public or private? _____

5. Has your company ever filed for bankruptcy under its current name or previous name? _____

6. If so, provide dates and outcomes. _____

7. List any suits, liens, or judgments that have been filed against your company and any current liability if applicable. _____

8. How many people does your company employ? _____

9. How many motorcycle technicians does your company employ? _____

10. What certifications do they currently hold? _____

11. Where is the product made? _____

12. What were the product manufacturer's national sales for 2009 for the proposed product(s)? _____

13. What are the manufacturer's forecasted national sales for the proposed product in 2010? _____

14. Are any factory parts replaced with non factory parts as a part of the up fit process? _____

15. If so, do any of these changes void any aspect of the original equipment manufacturers warranty? _____

16. If so, how is this addressed? _____

17. Are there any territorial trade restrictions among franchises or dealers within the Hampton Roads area for parts, service, or warranty? _____

18. In the references provided on page 11, please include: 1) government customers that operate the proposed motorcycle in a similar environment as ours (see the general section above), and 2) customer references that have had significant experience with your service department.

Provide the following information:

- Full dealer (manufacture certified) service/warranty providers in the Hampton Roads area. Please specify the address and distance in miles from 525 Operations Dr. Newport News VA 23602 using yahoo maps (maps.yahoo.com). _____

- Hours of operation for the nearest service center above. _____

- Provide a list of any recall or campaign items for the proposed product that have occurred in the past year. Attach to this document if necessary. _____

- If available please attach details on the availability of any discount parts and labor programs for non-warranty work.
- Attach a short history of the motorcycle model(s) proposed to include years in service for civilian and police use.

- Attach appropriate literature and specifications for the proposed product to include details on standard and optional police package items.
- Attach complete manufacture warranty and extended warranty information on all components.
- Provide a complete description of how warranty and service support will be handled. Also describe your ability to provide replacement parts.

***REFERENCES**

Please provide a minimum of 4 recent (1-2 years) references for which you have provided the proposed motorcycle product and who have had significant experience with your service department.

-1-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-2-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-3-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-4-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

** The City reserves the right to ask for additional information.*

PRICING

Motorcycle year, make and model: _____

Price for base model unit with all standard features: \$ _____

The price will be valid until: _____

Delivery Charge to 525 Operations Dr. Newport News VA 23602: \$ _____

Specify a delivery time after receipt of order (ARO): _____ Calendar Days

Payment Terms: Please state your payment terms _____
(i.e., 2% 20, Net 30, Net 30, etc...See also paragraph 7, Conditions and Instructions)

List the vehicle standard warranty and attach detailed warranty: _____

List available extended warranties and their costs: _____

_____**Options Pricing**

Please attach a list of the available standard factory options and prices.

Non factory option prices will be handled on a quote by quote basis.

Service Pricing

Please complete the following chart with parts, labor, and the flat rate time for the repair, as illustrated with the example 'Oil Change' service.

SERVICE OR REPAIR DESCRIPTION	PARTS COST	LABOR (HOURS)	TOTAL COST
Example: Oil Change	\$25.53	.5hr	\$59.03
Clutch Replacement – Full kit	\$		\$
Rear Tire Replacement	\$		\$
Valve Adjustment	\$		\$
Replace Rear Brake Pads	\$		\$
Replace Front Brake Pads	\$		\$
Replace Side Mirror	\$		\$

Service Pricing (Continued)

SERVICE OR REPAIR DESCRIPTION	PARTS COST	LABOR (HOURS)	TOTAL COST
Replace Crash Bars			
Replace Side Fairing (If applicable)			
1 st Factory Designated Service Interval Specify Mileage: _____			
2 nd Factory Designated Service Interval Specify Mileage: _____			
3 rd Factory Designated Service Interval Specify Mileage: _____			

How many factory maintenance services are required up to and including 40,000 miles? _____

What is the total cost of these services? (Assume your dealership performs the services)
\$ _____

What hourly labor rate will you charge the City for service/repair work? \$ _____

Do you charge a shop fee? _____ If so, please specify: _____

What is the diagnostic charge to determine the trouble code(s) for a check engine light?
\$ _____

Will you give priority to Police units requiring service/repair? _____

TRADE IN ALLOWANCE AND RESALE VALUE

Total cost of ownership (life-cycle costs) shall include the information provided below.

State the percentage of NADA average retail value for a used motorcycle of the proposed model (that meets NADA average retail criteria) that you will guarantee to the City as a trade in allowance on any future new motorcycle purchases. _____ % (ex. 90%, 110%)

State the dollar amount that you would apply for a trade in on a 2006 year model of the proposed product equipped with standard options. Assume 30,000 miles and the bike meets the NADA average retail value condition requirements. \$ _____

PERFORMANCE BOND

At the request of the City, the contractor shall provide a performance bond in the amount of the trade in allowance quoted above, as security for faithful performance in strict conformity with the contract. The bond shall remain in force for ten years from the contract award date. (See also Conditions and Instructions, paragraph 22)

SUBMITTALS

Submit *one* original (conspicuously marked "ORIGINAL") and *three* (3) complete copy of your proposal. Proposals shall be typed, bound and organized to include all requested information in the paragraphs that follow. To be considered substantive, the proposal must respond to all requirements of the RFP. Provide any other information thought to be relevant to the RFP and your capability to provide services requested. The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

1. The entire **Request for Proposal** document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.
2. **Pricing (pages 12 & 13)** – include all pricing information requested and any additional costs that may not be otherwise addressed. Please state your payment terms (See Conditions and Instructions, paragraph #7) for maintenance service(s).

3. **Offeror Data and Qualifications (pages 8-10)**
4. **References (page 11)**

All proposals must be sealed and labeled to show the following:

- Proposal for Police Motorcycles
- Name of Offeror
- Address of Offeror
- RFP Number (see cover)
- Receipt and Closing Date (see cover)

All proposals shall be addressed and delivered by the date and time specified to:

Mimi Gartner, Senior Buyer
City of Newport News Purchasing Department
2400 Washington Avenue (4th Floor)
Newport News, VA 23607

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other attachments) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 17).

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who provides, in the sole opinion of the City, the best proposal to the herein described needs of the City. The proposal will be evaluated on the following criteria (*Listed in order of importance*):

1. Suitability for intended use
2. Total Cost of ownership (life-cycle cost): initial investment, operating, maintenance and repair, and replacement costs.
3. Availability of full service repair and parts facilities
4. Quality of materials and workmanship
5. Customer references
6. Serviceability of all mechanical systems: operator and 1st level maintenance considerations (i.e. training required, complexity of repairs, etc...)

While these are not seen as criteria, per se, only submittals that are seen as responsive, from offerors seen as responsible will be evaluated against the criteria and be eligible for an award. Once negotiations are complete the City may again make determination as to whether the offeror is responsible.

Responsive – An offeror that has fully responded to the purpose and scope of the specifications

Responsibility – The offeror who has the capability, in all respects, to fully perform the contract requirements, and the moral and business integrity and reliability that will assure good faith performance as described by these specifications.

DEMONSTRATION

The City's evaluation process may require demonstrations, tests and certifications to determine the quality or suitability of the product offered. At the City's request, the offeror shall demonstrate the actual equipment proposed, in the presence of authorized City representatives to prove out any features that may be in question, show suitability for the intended use and compliance to specifications. It is the intent of the evaluation team to thoroughly review all offers and determine the best interest of the City.

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with "Contracting for other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror(s) whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the

request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, *not less than two (2) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Vehicle and Equipment Services Department without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”*. They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers and* the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**
